

400.6  
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2  
3 BILL NO. S-78-03-18

4 SPECIAL ORDINANCE NO. S- 49-78

5 AN ORDINANCE approving an Agreement  
6 to Purchase Real Estate from Mrs.  
7 Mary Meeks for Neighborhood Care, Inc.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
9 INDIANA:

10 SECTION 1. That the Agreement to Purchase Real Estate dated  
11 March 13, 1978, between the City of Fort Wayne, by and through its Mayor  
12 and Neighborhood Care, Inc., and Mrs. Mary Meeks, for:

13 Lot #10, L.M. Jones Sub.  
14 for the total cost of \$5,000.00, all as more particularly set forth in  
15 said contract which is on file in the Office of Neighborhood Care, Inc.  
16 and is by reference incorporated herein, made a part hereof and is  
17 hereby in all things ratified, confirmed and approved.

18 SECTION 2. That this Ordinance shall be in full force and  
19 effect from and after its passage and approval by the Mayor.

20 William T. King  
21 Councilman  
22  
23  
24  
25  
26

27 APPROVED AS TO FORM  
28 AND LEGALITY, \_\_\_\_\_  
29 [Signature]  
30 CITY ATTORNEY  
31  
32  
33  
34  
35

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 3-28-78

Charles W. Wintersman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-11-78

Charles W. Wintersman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE  
(~~RESOLUTION~~) No. 2-49-78 on the 11th day of april, 1978.  
ATTEST: (SEAL)

Charles W. Wintersman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of april, 1978 at the hour of 11:30 o'clock \_\_\_\_\_ M., E.S.T.

Charles W. Wintersman  
CITY CLERK

Approved and signed by me this 17th day of april, 1978,  
at the hour of 11 o'clock \_\_\_\_\_ M., E.S.T.

Rahm Elumchong  
MAYOR

Bill No. S-78-03-18

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving an Agreement to Purchase Real Estate from Mrs. Mary Meeks for  
Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

CONCURRED IN

4-11-78  
DATE

CHARLES W. WESTERMAN, CITY CLERK

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

DUPLEX

TWO UNITS

APPRAISERS:

Adams

Cain

MARKET DATA APPROACH:

3

3

COMPARABLES

\$5,300.00

\$5,600.00

VALUE INDICATED

350.00

FINAL VALUE ESTIMATE:

LAND

350.00

IMPROVEMENTS

5,100.00

TOTAL

5,450.00

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$4,000.00.

March 13, 1978

(DATE)

Harold Lewis

Real Estate Specialist



## THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING  
division of neighborhood care

March 13, 1978

Mary Meeks  
721 Beaty Avenue  
Ft. Wayne, Indiana 46809

Dear Mrs. Meeks:

This is to confirm our meeting on 3/2/78 in regards to your property at 2524 Caroline, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$4,000.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 3-20-78.

Sincerely,

*Ethel E. Watson*

Ethel E. Watson  
Director

EEW/ejg  
ENC:

AN EQUAL OPPORTUNITY EMPLOYER



LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

*Rec'd by  
Jack M. Lamb  
3/14/78*

March 7, 1977

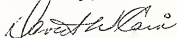
Mr. Harold Lewis  
Neighborhood Care, Inc.  
880 City/County Building  
Fort Wayne, Indiana 46802

Re: Appraisal of 2524 Caroline Street  
Fort Wayne, Indiana

Dear Mr. Lewis:

As per your request of March 2, 1978, I did inspect and appraise the above captioned property on the 4th day of March, 1978 and herewith submit the report of appraisal.

Sincerely,



David W. Cain  
Realtor

DWC/fc



WORTHMAN OFFICE MALL ■ 5800 FAIRFIELD AVE., FORT WAYNE, IND., 46807 ■ 219/744-2101

## REPORT OF APPRAISAL

MADE FOR Neighborhood Care, Inc.

LOCATION: 2524 Caroline Street, Fort Wayne, Allen County, Indiana.

LEGAL DESCRIPTION: Lot 10 L. M. Jones Sub.

### PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

### OPINION OF VALUE

Appraised Value — Land . . . . .	\$	<u>500.00</u>
Appraised Value — Improvements . . . . .	\$	<u>5,100.00</u>
Estimated Fair Market Value . . . . .	\$	<u>5,600.00</u>

### ASSUMPTIONS AND LIMITING CONDITIONS

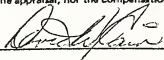
No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

### CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

  
\_\_\_\_\_

DATE March 10, 1978

Appraiser



## A P P R A I S A L

### NEIGHBORHOOD DATA

Subject property is located at 2524 Caroline Street which is bounded on the West by Lafayette Street, a major traffic artery one-way northbound, on the North by Suttentfield Street, on the East by Warsaw Street and on the South by Pontiac Street. The area is made up primarily of single family residences that have been maintained in a fair to poor condition. There is a home immediately north of subject property that is posted with a condemned notice and is boarded up. Our search of the legal records indicates that the property is owned by the Housing Authority of the City of Fort Wayne. Caroline Street is only one (1) block long and at the present time there is one (1) other property for sale.

### DESCRIPTION OF SUBJECT PROPERTY

Subject property is a three (3) bedroom two-story frame home with asbestos shingle siding. First floor has living room, dining room, kitchen, bedroom and 1/2 bath. Upstairs are two (2) bedrooms and one (1) bath. The main structure of the house has a basement; however, there is crawl space under the first floor bedroom.

The general interior condition is fair to good except the upstairs frontbedroom has much evidence of roof leakage and damaged and cracked plaster. The bath contains old fashioned fixtures. The walls are cove wall wainscoted and wood painted.

The kitchen has good wood but old fashioned cabinets, deteriorated floor tile, double bowl sink and free standing range. For appraisal purposes no value has been given the range. The basement has poured concrete walls which have probably been replaced since the house was built. There is a relatively new electric water heater, a modern type gravity feed gas furnace which appears to be in good condition. A 60 amp electrical system with knob and tube exposed wiring in the basement. The plumbing consists mostly of copper; however, there is some lead. Floor joists are 2 X 8 variously spaced. Roof is roll roofing material. Upstairs floors are of pine that has been painted.

There is a 20 X 22 wood frame garage with concrete floor and two (2) 8 ft. doors. The garage is in need of paint; and since the roof was snow covered, I was unable to determine its condition.

### LOT SIZE

The lot is 31' X 146'. There is an alley at the rear and on the north side of subject property.

### ASSESSED VALUATION

Records indicate that the land is valued at 410 and the improvements at 1390 for a total of \$1,800. Using a rate of 10.569 minus a 20% tax credit and no exemption, I calculate the taxes to be \$152.19 per year.

Key #93-3146-0010

ZONING

The current zoning of subject property is R-1 (Single family Residential).

HIGHEST AND BEST USE

Highest and best use is that use that gains the greatest net return to the land in terms of money or amenities. The highest and best use for subject property is its current zoning certification.

MARKET APPROACH TO VALUE

Comparable #1                      3615 S. Lafayette St.                      Sold 7/77                      \$12,400                      FHA

This comparable contained 3 bedrooms, living room, dining room, kitchen and 1 bath. It had basement and an 18' X 18' garage. The house had aluminum siding and contained new wood cabinets. The lot was 10' wider and the comparable was better located. Using this comparable as a basis for comparison, subject adjusts to \$5,700.00.

Comparable #2                      3014 Holton                      Sold 7/77                      \$10,000                      Conventional Loan

This comparable was a little smaller. Contained a living room, dining room, kitchen, 3 bedrooms and bath. Garage was 18' X 20'. This property had an oil fired hot water heating system, a new bath and plumbing and the roof had been replaced in the last 3 years. The lot was very near the same size as subject. Using this comparable as a basis of comparison, subject adjusts to \$5,400.00.

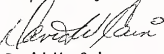
Comparable #3                      218 E. Leith Street                      Sold 6/77                      \$5,500.                      Cash

This comparable is smaller than subject. It contained 3 bedrooms, living room, dining room, kitchen and bath, basement and 14' X 20' garage. It is a frame house with stucco siding. It had a gas fired forced air heating system with humidifier and electronic air filter and gas incinerator. Lot was 36' X 50'. Using this comparable as a basis of comparison, subject adjusts to \$5,800.

Based upon the above information, it is my opinion that the Fair Market Value of subject property, in Fee Simple Title, as of March 4, 1978 is:

Land	500.00
Improvements	\$5,100.00
Total	\$5,600.00

Respectfully submitted,

  
David W. Cain  
Realtor

DWC/fc

Location	Price	Date	Story	Sq. Ft.	Rms.	B/Rs	Baths	Const.	Gar/CP	Financing	Value
3615 So. Lafayette	12,400	8/77	2	1288	6	3	1	Fr/Al.	2	FHA	5,700
3014 Holton	10,000	7/77	2	1248	6	3	1	Fr/Wd.	2	Conv.	5,400
218 E. Leith	5,500	6/77	2	1250	6	3	1	Fr/Stucco	1	Cash	5,800

\$12,400.00

\$10,000.00

\$5,500.00

Size/Rm. Ct.

-

-

-

Age/Cond.

-

5,000.00

-

4,000.00

-

Equip/App'l

-

-

300.00

-

500.00

Gar Diff.

-

-

+

500.00

Lot Diff.

-

-

+

300.00

Location

-

1,000.00

-

-

Porch

-

300.00

-

300.00

Financing

-

400.00

-

-

\$ 5,700.00

\$ 5,400.00

\$5,800.00



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120

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12'

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D.R.

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L.R.

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B. R.

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B.R.

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PARCINE ST.

March 4, 1978

Mr. Harold Lewis  
Neighborhood Care Inc.  
880 City/County Building  
One Main Street  
Fort Wayne, IN 46802

Re; Appraisal of 2524 Caroline Street  
Owner; Meek, Russel F. and Mary R.

Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 2524 Caroline Street, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Sincerely Yours;

  
George J. Adams-Appraiser



## GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

### REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 2524 Caroline Street, Fort Wayne, IN

LEGAL DESCRIPTION:

### PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

### OPINION OF VALUE

Appraised Value — Land . . . . .	\$	200.00
Appraised Value — Improvements . . . . .	\$	5100.00
Estimated Fair Market Value . . . . .	\$	5300.00

### ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.


No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

### CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 3/4/78

  
George J. Adams - Appraiser

#### NEIGHBORHOOD DATA:

The subject neighborhood is located approximately 2500 South and 400 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available but less than convenient to the area.

All City facilities, public walks, improved streets, concrete curbs and storm sewers are present in the neighborhood.

The neighborhood is zoned predominately residential and is thus composed chiefly of older single family residences.

The majority of the dwellings are of frame construction, are generally in fair to poor condition. Average age of the dwellings is approximately 60 years.

The real estate market in the neighborhood appears very weak and slow with demand almost non-existent.

The factors of weak market, very low demand and detrimental influence from the generally poor condition of most dwellings exerts a very significant and sizable economic depression on value.

#### ASSESSED VALUATION AND TAXES:

The subject is currently assessed at \$410 for the land and \$1390 for the improvements. The current tax rate for Wayne Township is \$10.675. Thus, the tax expense for the subject would be \$192.15, not considering exemptions.

#### DESCRIPTION OF PROPERTY:

The subject comprises a rectangular parcel of land. The site has a frontage along Caroline street of 31 feet and a depth of 145 feet. An alley and utility easement provides the rear property line. This easement is normal for the area and exerts no detrimental influence on value.

The subject consists of two buildings, one of which is a 20x22 frame constructed two car garage with wood siding, unlined interior walls, asphalt roofing and two 8'foot sliding doors. Garage reflects fair condition with wood siding showing much evidence of deferred painting. Access to garage is provided by the alley easement.

The second building is a frame constructed single family residence constructed over a basement and crawl space foundation. Age is approximately 60 years. The total improved living area comprises 1292 square feet.

Condition is generally fair with good asbestos shingle siding, roll roofing and plaster walls and ceilings that show much cracking. Plumbing system appears as a mixture of copper and lead and fixtures of a vintage variety. Heating system is of gas gravity warm air furnace of relatively young age. Heating system appeared to be functioning properly. Electrical system shows much deficiencies with total system needing updating.

Generally good floor plan with functional but dated kitchen.

#### ESTIMATE OF VALUE BY THE MARKET APPROACH:

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value.



COMPARABLES:

Property	SqFt.	Sty	Rms	Brs	Baths	Const	Car	Age Cond	Price	Date	Fin
Subject	1292	2	6	3	1.5	Wd/Frm	2D	60F			
1506 E. Pontiac	1300	2	6	3	1	Wd/Frm	2D	50G	\$5500	1/78	cash
2711 John St.	1520	2	6	3	1	Wd/Frm	1D	60F	7500	2/78	contr
2807 S.Clinton	1188	2	7	3	1.5	Wd/Frm	-0-	62F	5900	1/78	conv

	#1	#2	#3
Size/Rm Count	5500	7500	5900
Age/Cond	- 1000	- 600	+ 250
Location		- 500	+ 500
Finance		- 1000	
Garage		+ 150	+ 300
Porch	- 300		- 300
Bath	+ 300	+ 300	
Carpet	- 300	- 300	- 300
Appl/Equip			- 200
Subject	4200	5550	.6150

CORRELATION:

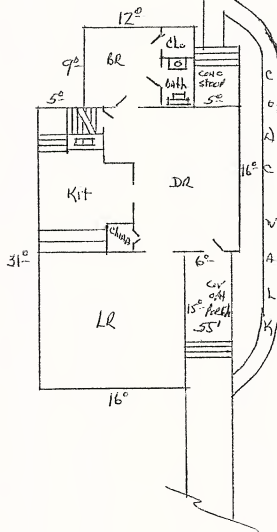
Giving equal emphasis to all three comparables as reflecting a valid indication of value, I am of the opinion, that as of March 4y1978, the fair market value of the subject was;

FIFTY THREE HUNDRED ( 5300 ) DOLLARS

22°

20°

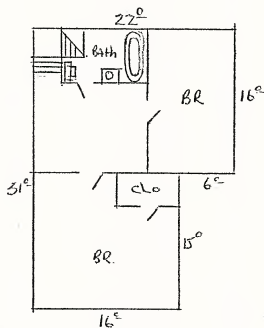
2-CAR GARAGE  
 CONC. FLOOR  
 WOOD SIDING  
 ASPH/SHINGLE ROOF  
 2-8' SLIDING DOORS  
 440'



2-STORY FRAME STRUCTURE  
 OVER FULL BASEMENT

Total improved LIVING AREA

1292'



2ND FLOOR



SUMMARY STATEMENT OF THE BASIS  
FOR JUST COMPENSATION

---

The parcel to be acquired consists of the following described property with the buildings thereon:

2524 Caroline  
Lot #10 L.M. Jones Sub.

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot size 31 x 145  
2 story frame constructed over a basement and crawl space  
Age approximately 60 years  
Living area 1,292 Sq. Ft.  
Condition is fair  
Siding is asbestos shingle  
Roll roofing on roof  
Plumbing is a mixture of copper and lead  
Heating is gas gravity  
Electrical system need up dated  
20 x 22 garage fair condition

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 4,000.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

# AGREEMENT TO PURCHASE REAL ESTATE

DATE: March 13, 1978

TO: Mary Meeks

OWNERS

I hereby agree to purchase from you for the sum of \$ 4,000.00, the real estate in Allen county,

Indiana, commonly known as 2524 Caroline St., the legal description of which is:

Lot #10 L. N. Jones Sub.

I WILL PAY SAID SUM OF \$ 4,000.00, FOR SAID PROPERTY UPON THE FOLLOWING TERMS: \$ 4,000.00

cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within \_\_\_\_\_ days

from the date hereof a \_\_\_\_\_ mortgage loan upon said property in an amount of not less than \$ \_\_\_\_\_. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by \_\_\_\_\_

as Mortgagee, the approximate balance of which is \$ \_\_\_\_\_.

At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition thereto, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

Payment of the sum of \$ \_\_\_\_\_, in cash, upon the execution of a land contract acknowledging payment of that sum

and calling for the payment of the remainder of the purchase money in monthly payments of not less than \$ \_\_\_\_\_ dollars per

month including \_\_\_\_\_ % interest, computed \_\_\_\_\_ plus taxes and insurance. Land Contract to be written upon the

Allen County Bar Association form unaltered.

## THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**Tax Agreement** 1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in (May) (November), 1979, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

**Survey** 2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

**Title Exam.** 3. Prior to the execution of the (Warranty Deed) (~~Land Contract~~) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

**Closing** 4. This transaction shall be closed as soon as your title to said real estate meets the necessary legal requirements and I obtain the necessary financing, if any, as hereinabove provided. At said closing, you shall deliver to me a properly executed (Warranty Deed) (~~Land Contract~~) as hereinabove provided, (conveying) (~~conveying~~) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me said (Warranty Deed) (~~Land Contract~~). In the event said real estate and all improvements thereon cannot be (conveyed) (~~conveyed~~) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

**Possession** 5. Possession of said real estate shall be delivered to me on or before A.C. Rents, if any, shall be prorated, and insurance shall be (cancelled) (~~cancelled~~), as of the date of closing. You will pay all charges for utility services furnished said premises until the possession is surrendered to me.

**Improvements & Fixtures** 6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennas, trees, shrubs, flowers, fences, and \_\_\_\_\_, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

**Zoning** 7. I hereby represent that my intended use of the said real estate requires a zoning classification of R-1 and this Agreement to Purchase is contingent on the said real estate being in such use district.

**Inspection of Property** 8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions as stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

**Earnest Money** 9. I hereby deposit with your Agent, \_\_\_\_\_, the sum of \$ 0, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to

Purchase, I will deposit with your said agent additional earnest money in the sum of \$ 0, all of which earnest money I to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by

you on or before the 20th day of March, 1978, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

**Buyer** Buyer: NEIGHBORHOOD CARE, INC. Buyer: \_\_\_\_\_

Address: 423-7431 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

**Receipt of Earnest Money** I, \_\_\_\_\_, Agent for the owners of the property herein described, hereby

acknowledge receipt of earnest money deposit in the sum of \$ \_\_\_\_\_, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 13th day of March, 1978. Jack M. Orsola, Broker/Real Estate

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by its

terms and conditions thereof EXCEPT PRICE TO BE \$51,000.00, THIS COUNTER-OFFER  
EXPIRES MARCH 23, 1978

and also agree to pay our said agent a commission of \$400.00, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction

Dated this 16th day of MARCH, 1978. This counter-acceptance is contingent upon

**Seller** Seller: MARY R. MEER SIXTH the approval of the Governing Body

Address: 721 BEATY AVE. OF THE City of Fort Wayne, Indiana

Phone: \_\_\_\_\_ By: Jack M. Orsola

**Receipt of Earnest Money** I, \_\_\_\_\_, Agent for the owners of the property herein described, hereby

acknowledge receipt of earnest money deposit in the sum of \$ \_\_\_\_\_, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

4006

Admn. Appr. \_\_\_\_\_

DIGEST SHEET

*L-78-03-18*

TITLE OF ORDINANCE \_\_\_\_\_ Appropriation Ordinance

DEPARTMENT REQUESTING ORDINANCE \_\_\_\_\_ CD&P (Neighborhood Care, Inc.)

SYNOPSIS OF ORDINANCE \_\_\_\_\_ Allow Neighborhood Care, Inc. to purchase the property at

2524 Caroline

EFFECT OF PASSAGE \_\_\_\_\_ Neighborhood Care, Inc. would purchase the property at 2524 Caroline

EFFECT OF NON-PASSAGE \_\_\_\_\_ Neighborhood Care, Inc. would not purchase the property at  
2524 Caroline

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$5,000.00

ASSIGNED TO COMMITTEE (J.N.) \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ March 20, 1978

*Janice*